

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
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GENERAL MOTORS CORP., <u>et al.</u>,	:	Case No. 09-50026 (REG)
	:	
Debtors.	:	Jointly Administered
	:	
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**OBJECTION OF KNOWLEDGE LEARNING CORPORATION TO CURE AMOUNT
RELATING TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES
OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY, AND (II) CURE AMOUNTS RELATED THERETO**

TO: **THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE**

Knowledge Learning Corporation ("KLC"), by its undersigned counsel, hereby objects to the proposed cure amount, as referenced in the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property, and (II) Cure Amounts Related Thereto dated June 5, 2009 (the "Assumption Notice") filed by General Motors Corp. and certain of its affiliates, as debtors in possession herein (collectively, the "Debtors"), and respectfully represents as follows:

BACKGROUND

1. On June 1, 2009 (the "Filing Date"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court").

2. The Debtors are continuing to operate their business and manage their affairs as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

3. Prior to the Filing Date, Saturn, LLC (“Saturn”) and KLC entered into a certain lease agreement (the “Agreement”) relating to certain real property located in Spring Hill, Tennessee.

THE SALE MOTION AND ASSUMPTION NOTICE

4. On June 1, 2009, the Debtors filed their Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k) and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (i) Approve (a) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances and Other Interests; (b) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (c) Other Relief; and (ii) Schedule Sale Approval Hearing (the “Sale Motion”).

5. Pursuant to the Sale Motion, the Debtors sought to sell substantially all of their assets, and in connection therewith, to assume and assign certain of their executory contracts and unexpired leases.

6. The Debtors sent an Assumption Notice to KLC, but the Assumption Notice was not addressed as required under the Agreement. As such, KLC’s ability to object to the cure amount prior to the stated June 15, 2009, deadline was materially impaired, and the notice provided by the Debtors was insufficient.

7. Pursuant to the Assumption Notices, the Debtors seek to assume and assign the Agreement and seek to fix any cure amount thereunder at \$0.00.

CURE OBJECTION

8. KLC does not object to the assumption and assignment of the Agreement. Rather, KLC files this cure objection to preserve its rights concerning the appropriate cure amount under

the Agreement. Specifically, KLC believes that the appropriate cure amount under the Agreement, as of the date of this Objection, is \$123,316.60, not \$0.00 as indicated by the Debtors. KLC intends to continue to work with the Debtors and their Call Center in a cooperative effort to resolve such discrepancies with respect to the cure amounts under the Agreement.

9. KLC expressly reserves its rights to amend or supplement this cure objection and to assert any and all claims and causes of action it may have against the Debtors under the Agreement or otherwise.

WHEREFORE, Knowledge Learning Corporation respectfully requests that this Court require the Debtors to pay the appropriate cure amounts as set forth herein.

Respectfully submitted,

/s/ Austin L. McMullen
Austin L. McMullen (*pro hac vice* pending)
BRADLEY ARANT BOULT CUMMINGS LLP
1600 Division Street, Suite 700
P. O. Box 340025
Nashville, Tennessee 37203
Phone: (615) 252-2307
Fax: (615) 252-6307
Email: AMcMullen@BABC.com

Attorneys for Knowledge Learning Corporation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was forwarded electronically to all parties consenting to service through the Court's electronic filing systems and electronically or by U.S. Mail, postage prepaid, to:

General Motors Corporation
Attn: Warren Command Center
Mailcode 480-206-114
Cadillac Building
30009 Van Dyke Avenue
Warren, Michigan 48090-9025

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Attn: Harvey R. Miller, Esq.
Stephen Karotkin, Esq.
Joseph H. Smolinsky, Esq.

U.S. TREASURY
Attn: Matthew Feldman, Esq.
1500 Pennsylvania Avenue, N.W.
Room 2312
Washington, D.C. 20220

Cadwalader, Wickersham & Taft LLP
Attn: John J. Rapisardi, Esq.
One World Financial Center
New York, New York 10281

Kramer Levin Naftalis & Frankel LLP
Attn: Gordon Z. Novod, Esq.
Thomas Moers Mayer, Esq.
1177 Avenue of the Americas
New York, NY 10036

VEDDER PRICE, P.C.
Attn: Michael J. Edelman, Esq.
Michael L. Schein, Esq.
1633 Broadway, 47th Floor
New York, New York 10019

Office of the U.S. Trustee
Attn: Diana G. Adams, Esq.
33 Whitehall Street, Suite 2100
New York, NY 10004

on this the 7th day of July, 2009.

/s/ Austin L. McMullen
Austin L. McMullen